

Responsible Purchasing Charter Supplier/Partner Code of Ethics

Introduction

Visiativ has drawn up this Responsible Purchasing Charter with the aim of creating lasting, honest business relationships based on mutual trust. We attach particular importance to compliance with laws, regulations and universal ethical principles. Visiativ is committed to combining performance, responsibility, ethics and transparency. The present Charter therefore reflects our commitments with regard to the rules of law and the principles we believe in, and is intended to serve as a frame of reference for Visiativ's high standards.

We expect our Suppliers and/or Partners to comply with laws and regulations, and to make every effort to conform to the same standards, promoting honest and respectful behavior towards all stakeholders, regardless of the countries/regions in which they operate.

Scope

The present Charter applies to all business relations that Visiativ SA or any Visiativ Group affiliate maintains with a Supplier and/or Partner. Adherence to this Charter is essential to any business relationship.

By adhering to this Charter, the Supplier and/or Partner ensures that it complies with current legislation, and undertakes to do its utmost to ensure that the principles set out below are respected by its employees, its own suppliers and its subcontractors.

The Visiativ Group is committed to :

- Maintain a **relationship of trust** based on sound collaboration and integrity with the Supplier and/or Partner.
- Apply a strict **anti-corruption policy both within the company** and in its relations with external stakeholders.
- Be vigilant with regard to possible **reciprocal economic dependence** between Visiativ and the Supplier and/or Partner.
- To value and encourage **fairness, ethics and transparency** by promoting fair competition between all Suppliers and/or Partners.
- Protect the **confidentiality and intellectual property rights** of the Supplier and/or Partner by guaranteeing the security of information and data exchanged during the commercial relationship.
- Respect pre-agreed **payment terms, in accordance with** applicable regulations.

The Supplier and/or Partner undertakes to comply with the following principles:

- The principles of the Universal Declaration of Human Rights,
- The United Nations Global Compact
- The fundamental conventions of the International Labor Organization (ILO), and the legal and regulatory provisions of labor law in force in the country,
- The guiding principles of the Organisation for Economic Co-operation and Development (OECD),
- The legal and regulatory provisions applicable to good business practice, such as those set out in the French SAPIN II law, the UK Bribery Act or the US Foreign Corrupt Practices Act.

Sustainable Development Goals (SDGs)

Within the framework of its relationship with Visiativ, the Supplier and/or Partner undertakes to do everything in its power to contribute to the achievement of the 17 objectives established by the United Nations Global Compact.





As an Employer, the Supplier and/or Partner undertakes to

Forced labor and child labor

The Supplier and/or Partner prohibits any use of forced labor (forced labor, slavery, servitude, involuntary labor or unpaid prison labor) or concealed labor, as well as the labor of children under the required minimum age. It must strictly regulate the work of children aged between 15 and 18, in very specific cases and to the extent permitted by applicable legislation, while ensuring the child's physical and mental integrity.

No work may be obtained against a person's will or under threat of any penalty, including physical or financial threats. Only voluntary work is permitted. In particular, the Supplier and/or Partner must not, under any circumstances, withhold the papers or financial means of any of its employees with the aim of forcing them to work.

Employee health and safety

The Supplier and/or Partner undertakes to provide safe, healthy working conditions that comply with applicable legal requirements for all employees and service providers working on its sites. It undertakes to take all necessary measures to prevent and limit accidents and occupational illnesses that may occur in the performance of the employee's duties.

The Supplier and/or Partner shall put in place the necessary resources to enable the employee's private and professional life to be balanced, in particular by granting the employee the right to disconnect from work when required by current legislation.

Diversity, equal opportunity and discrimination

The Supplier and/or Partner must never practice or condone any form of discrimination on the grounds of sex, age, origin, name, disability, physical appearance, sexual orientation, state of health, family situation, place of residence, religion or any other belief, political or trade union opinions, or economic vulnerability in the hiring process or at any stage of the employee's professional life. All employees must be treated with the same respect, dignity and obligations.

Harassment

The Supplier and/or Partner undertakes to prohibit, prevent and punish, whatever the circumstances, the use of degrading treatment. In this respect, no form of harassment, moral or sexual, physical violence or intimidation will be tolerated by the Supplier and/or Partner. The Supplier and/or the Partner undertakes to ensure that none of its employees is subjected to moral or physical disciplinary threats, insults or degrading acts or remarks.

Salaries, benefits and working hours

The Supplier and/or Partner must ensure that the remuneration arrangements applied to its employees comply with the applicable legal provisions and collective bargaining agreements. Among other things, it must ensure that its employees receive all statutory social benefits.

The Supplier and/or Partner shall ensure that it complies with all legal provisions in force with regard to working hours, rest periods and paid annual leave.

Freedom of association and right to collective bargaining

The Supplier and/or Partner undertakes to respect the freedom of association of its employees as well as their right to organize and bargain collectively, in compliance with legal provisions.

As a Company, the Supplier and/or Partner undertakes to

Fighting corruption

The Supplier and/or Partner undertakes to prohibit any form of corruption or influence peddling within its company and in all its business transactions, in accordance with international and national laws, regulations and standards relating to the prevention and fight against corruption. It also undertakes to take the necessary measures in the event of suspected acts of corruption, extortion, embezzlement or payment of bribes, while protecting the whistle-blower from any form of reprisal by complying with the applicable legal provisions.

Vis-à-vis Visiativ, the Supplier and/or Partner will not pass on to Visiativ personnel, and Visiativ personnel will not accept or solicit, any gifts, favors or invitations or any other benefits for themselves or anyone else from suppliers or partners with whom the personnel have (or have had) business relations that may influence (or appear to influence) the impartiality with which they perform their duties or constitute (or appear to constitute) a reward in connection with their activities.

More generally, the Supplier and/or Partner undertakes not to engage in any act that could constitute unlawful solicitation, fraud, active or passive corruption, unethical business practices or practices contrary to applicable law.



Conflicts of interest

The Supplier and/or Partner undertakes to inform the Visiativ Group of any actual or potential conflict of interest between itself and any natural or legal person involved in the contractual relationship.

Compliance with economic sanctions and export control regulations

The Supplier and/or the Partner undertakes to refrain, for the entire duration of its relationship with Visiativ, from any activity that would contravene current or future international and national laws, regulations and standards applicable to economic sanctions, including export controls, embargoes and other trade restrictions and/or to organize any declaration to comply with said regulations.

Compliance with competition rules

The Supplier and/or Partner shall refrain from any anti-competitive behavior and prohibit any form of agreement, concerted practice or abuse of a dominant position, in particular participation in cartels, in accordance with applicable national and international legal provisions.

Money laundering / Fraud

The Supplier and/or Partner undertakes to apply current national and international accounting and banking standards and processes, in particular with regard to money laundering, the financing of terrorism, fraud and the prevention of other illegal financial activities. The Supplier and/or Partner must provide accurate financial records. All records, regardless of format, received in the course of a business exchange must fully and accurately represent the transaction or event in writing.

Confidentiality and protection of intellectual property

The Supplier and/or Partner undertakes to secure and respect the confidentiality of all sensitive Visiativ Group information (customer files, marketing plans, sales strategies, purchase and sales prices, etc.) in accordance with applicable laws and regulations on confidentiality and intellectual property and to protect the ownership of all Visiativ assets.

Personal Data Protection and Information Systems Security

The Supplier and/or Partner undertakes to protect the personal data and privacy, and more generally any file, data, software or information of all its stakeholders against unauthorized access, destruction, misuse, modification and disclosure, by implementing technical and organizational, physical and logical measures, adapted to the risks and up to date. It therefore undertakes to comply with national and international legal obligations in terms of personal data protection and information systems security. In particular, it must comply with European Union (EU) Directive 95/46/EC and the EU General Data Protection Regulation. In addition, the Supplier and/or Partner undertakes to comply with the Visiativ Group's security rules and requirements, and to sign any agreement relating to the RCPD

The Supplier and/or Partner also undertakes not to carry out any cross-border transfer of personal data transmitted by the Visiativ Group from a country located in the EU to a country located outside the EU, except in the case of obtaining an authorization and specific prerogatives provided for in the contract signed between the Supplier and/or Partner and Visiativ.

Subcontracting

The Supplier and/or Partner may not subcontract all or part of Visiativ's orders without Visiativ's prior written consent. Consequently, any subcontractor not approved by Visiativ will not be able to receive deliverables and/or services and/or products, documentation and/or information belonging to Visiativ. This approval must be documented, in particular by means of a declaration of subcontractors by the Supplier and/or Partner in the Annex to the contract signed between the latter and Visiativ.

The Supplier and/or Partner formally undertakes to carry out its own duty of care towards all its suppliers, partners and, where applicable, subcontractors, by implementing reasonable due diligence measures to identify and prevent serious violations of human rights, health and safety and the environment.

Respect for legal and economic independence

As an independent trader, the Supplier and/or Partner must take all necessary measures to avoid any confusion with the Visiativ Group.

Apart from the case where the Visiativ Group and the Supplier and/or Partner have agreed that the latter will work exclusively with the Visiativ Group, the Supplier and/or Partner acknowledges that it is entirely its responsibility and freedom to seek to expand its customer base. Consequently, the Visiativ Group can in no way be accused of seeking to create a situation of economic dependence.



As an Eco-citizen company, the Supplier and/or Partner undertakes to

Sustainable development | reducing environmental impact

Products supplied by the Supplier and/or Partner must comply with the laws, regulations and standards in force in the country concerned by the act of purchase in terms of environmental protection. It must implement an environmental management system to prevent and minimize the harmful consequences of its activities on the environment, acting within the entire life cycle of its products and services.

The Supplier and/or Partner must ensure the continuous improvement of its management system, define clear environmental objectives, communicate regularly on its progress and promote awareness among its employees, customers, partners and suppliers. It must also guarantee the traceability of its sources of supply.

The Supplier and/or Partner undertakes in particular to promote :

- Reasonable consumption of natural resources, water, energy and any raw materials required for its activity.
- Sourcing resources and materials through reuse and recycling
- The use of low-carbon means of transport for goods and employee travel
- Reducing greenhouse gas emissions and effluents to land and water
- Reducing the quantities of waste produced and implementing solutions for reuse, reconditioning and, where appropriate, recycling.
- Preventing, controlling and reducing risks associated with the use of chemicals and hazardous materials
- Preservation of ecosystems and biodiversity, through the deployment of all measures to prevent risks to the health of living organisms.

As Visiativ is a major player in the digital transition, the Supplier and/or Partner must also be aware of its digital pollution in order to develop a digital transformation that is environmentally friendly.

In order to support Visiativ in the implementation of its environmental policy and the achievement of its objectives, the Supplier and/or Partner undertakes to :

- To make available information relating to the environmental impact of its products and services, in particular as part of the preparation of Visiativ's annual GHG report.
- Offer, by default, reconditioned equipment from short circuits and/or recycling systems when the quality proves to be equivalent or almost equivalent to new equipment.
- By default, offer more environmentally-friendly logistics solutions for product delivery, reducing the number of intermediaries in the entire value chain as much as possible, limiting polluting modes of transport and the number of kilometers traveled, and minimizing the use of plastic and other materials for packaging orders.
- When the nature of the purchase implies the use of consumable parts and/or any other material necessary for the maintenance of the Products and Services covered by the order, guarantee the supply of spare parts for a period of 10 years following performance of the Contract.

The Supplier and/or Partner also undertakes to pass on these obligations to its own subcontractors duly authorized by Visiativ. More generally, the Supplier and/or Partner undertakes to make every effort to cooperate actively with Visiativ in the implementation of measures relating to the protection of the environment and human health.

General provisions

Compliance by the Supplier's and/or Partner's partners

The Supplier and/or Partner also undertakes to ensure that all its employees, including temporary staff, partners, suppliers and subcontractors, are aware of and comply with the commitments set out in this Charter.

Audit & declaration

Visiativ reserves the right to request any additional information, declarations and certifications or to implement other appropriate measures in accordance with the contractual agreements. In particular, Visiativ reserves the right to conduct any audit to verify the commitments of the present Charter. The conditions of this audit will be agreed in advance with the Supplier and/or Partner.

Any suspicions or inappropriate actions on the part of the Supplier and/or the Partner or its employees must be reported.



Cancellation

The Supplier and/or the Partner and the Visiativ Group acknowledge that any violation of any of the obligations of the present Charter (in particular those relating to applicable regulations) may lead to the suspension or even the termination of the talks and/or the commercial relationship between them. In view of the seriousness and potential damage that such a violation could cause to the Visiativ Group, such termination will be automatic and effective immediately upon notification.

The Supplier and/or Partner acknowledges that any false declaration, or failure to rectify a declaration that has become incomplete, may expose it to legal action by Visiativ.

Miscellaneous

The present Charter may under no circumstances be interpreted as a commitment to contract on the part of the Visiativ Group. The termination or failure of talks does not give rise to any right to compensation whatsoever in favor of the Supplier and/or Partner.

Declaration of Conflict of Interest

For the purposes of preventing and managing situations of conflict of interest between the Visiativ Group and the Supplier and/or Partner, the Supplier and/or Partner's representative declares in good faith that, to his or her knowledge, no employee or corporate officer of the Visiativ Group or its subsidiaries involved in the purchasing process or likely to influence the business relationship with the Supplier and/or Partner :

- Is not an employee, corporate officer, shareholder or beneficial owner of the Supplier and/or Partner
- Has no business, commercial or financial relationship with the Supplier and/or Partner, directly or through an intermediary, outside the scope of its activities within the Visiativ Group.
- Is not directly related (e.g. spouse, partner, immediate ascendant or descendant, sibling...) to a person in situation a) or b).

Supplier and/or Partner membership / Signature of this Charter

By signing this Charter, the Supplier and/or Partner undertakes to work in accordance with the principles set out above, for the entire duration of the contractual relationship.

The Supplier and/or Partner also undertakes to make its stakeholders (employees, including temporary and interim staff, partners, suppliers and subcontractors) aware of and respect the commitments set out in this Charter.

The Supplier and/or Partner undertakes to inform Visiativ as soon as possible and in writing of any event or factor that could lead to non-compliance with the above commitments.

Name / Company name of supplier and/or partner :
Declarant's full name :
Position / Function / Role at the Supplier and/or Partner :
Done at :
The :
Signature :